

JUDGE FAILLA
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BRIAN TOTIN,

Plaintiff,

—against—

LG FAIRMONT, INC., GIANCARLO
ZABAleta and AHMED KALIL,

Defendants.

19 CV 9701

Civil Action No. _____

COMPLAINT

JURY DEMANDED

The Complaint of the Plaintiff, BRIAN TOTIN, respectfully shows and alleges as follows:

NATURE OF THE ACTION

1. This is an action for copyright infringement arising out of the Defendants' unauthorized use of 17 photographs authored and owned by the Plaintiff. Plaintiff is an award-winning photojournalist whose photographic work was published in a multitude of national publications including Sports Illustrated, ESPN the Magazine, Newsweek and The New York Times. Plaintiff subsequently became a real estate agent in New York City and parlayed his photographic expertise to make photographs of real estate for advertising purposes that result in a higher than average response rate of consumers to his advertising.

2. Defendants have willfully used photographs made by the Plaintiff without any form of authorization of the Plaintiff. Defendants used these photographs for advertising purposes in order to draw consumers to the properties Defendants were marketing and enjoyed brokerage commissions Defendants may have not been able to obtain without the unauthorized use of the

Plaintiff's photographs. Defendants further used Plaintiff's photographs to directly and illegally compete with Plaintiff.

3. Defendants used Plaintiff's photographs to mislead and defraud the public through false and deceptive advertising. 12 of the photographs the Defendants used without any form of authorization of the Plaintiff were used to advertise property Defendants did not have the right to advertise, as the owner of those properties did not give Defendants permission to advertise their properties and as the exclusive right to market and advertise the apartment was granted by the then property management to the real estate brokerage firm with which Plaintiff is affiliated.

4. Plaintiff is a licensed real estate salesperson, affiliated with a non-party licensed real estate broker. As set forth below, Defendants are a licensed real estate broker and two of its then-affiliated salespersons. These licenses are issued pursuant to Article 12-A of the New York Real Property Law and pursuant to that law, the State of New York has issued Regulations Affecting Brokers and Salespersons under part 175 of Title 19 NYCRR.

JURISDICTION AND VENUE

5. This is a civil action seeking damages and declaratory and injunctive relief for copyright infringement, arising under 17 U.S.C. §§ 101, et seq. This Court has original subject matter jurisdiction over the action under 28 U.S.C. §§ 1331 and 1338(a), as this action asserts copyright claims arising under the laws of the United States.

6. This Court has personal jurisdiction over Defendants because all Defendants are licensed to do business in this state and because Defendants conduct continuous, systematic, and routine

business within this state and this District. Defendants also have committed the acts alleged herein in this District. Defendants infringed upon Plaintiff's copyrights in this District by distributing infringing copies of the Plaintiff's copyrighted works to persons in this District. Defendants further presented copies of the Plaintiff's copyrighted works on Internet websites that attract citizens from this District as viewers. The advertisements that contained the infringed-upon photographs marketed property located within this District.

7. Venue in this District is proper pursuant to 28 U.S.C. §§ 1391(b),(c),(d), and 1400(a) because Plaintiff's claims arose in this district, because Defendants may be found in this District and because Defendants do business in this District. Defendants infringed upon Plaintiff's copyrights in this District by distributing infringing copies of the Plaintiff's copyrighted works to persons in this District. Defendants further presented copies of the Plaintiff's copyrighted works on Internet websites that attract citizens from this District as viewers. The advertisements that contained the infringed-upon photographs marketed property located within this District. Defendant further committed the acts complained of within this district.

THE PARTIES

8. The Plaintiff herein is a citizen of the State of New York, County of New York.

9. Defendant LG FAIRMONT, INC. ("LG") is a domestic business corporation organized under the laws of the State of Delaware. LG operates as a Licensed Real Estate Broker in the State of New York under the assumed name LG Fairmont, holding license number 10991218282.

10. Defendant GIANCARLO ZABAleta (“Zabaleta”) is a licensed real estate salesperson who was, at all times relevant, associated with Defendant LG.

11. Defendant AHMED KALIL (“Kalil”) was a licensed real estate salesperson who was, at all times relevant, associated with Defendant LG.

ALLEGATIONS COMMON TO ALL CLAIMS

I. Plaintiff’s Copyrighted Works

12. Plaintiff has duly registered copyrights in and to 135 published photographs under the title “Published works of Brian Totin, 2017, Vol 2” with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements. The United States Copyright Office has issued a Certificate of Registration for “Published works of Brian Totin, 2017, Vol 2” under certificate number VA 2-096-805 with an effective date of registration of March 7, 2018. A true and correct copy of registration number VA 2-096-805 is annexed as “exhibit A.”

13. Contained within the group-registered work “Published works of Brian Totin, 2017, Vol 2”, registration number VA 2-096-805, are ten photographs titled “130w73a2k.jpg”, “130w73a2lav.jpg”, “130w73a2mr1.jpg”, “130w73a2mr2.jpg”, “130w73a2yard.jpg”, “455w37a813br2.jpg”, “455w37a813k.jpg”, “455w37a813lav.jpg”, “455w37ter.jpg” and “455w37ter2.jpg”.

14. True and correct copies of “130w73a2k.jpg”, “130w73a2lav.jpg”, “130w73a2mr1.jpg”, “130w73a2mr2.jpg”, “130w73a2yard.jpg”, “455w37a813br2.jpg”, “455w37a813k.jpg”,

“455w37a813lav.jpg”, “455w37ter.jpg” and “455w37ter2.jpg” as they appear within registration number VA 2-097-805 are annexed as “exhibit B.”

15. The photographs “130w73a2k.jpg”, “130w73a2lav.jpg”, “130w73a2mr1.jpg”, “130w73a2mr2.jpg” and “130w73a2yard.jpg” are collectively referred to as the “130 Photographs” herein.

16. The photographs “455w37a813br2.jpg”, “455w37a813k.jpg”, “455w37a813lav.jpg”, “455w37ter.jpg” and “455w37ter2.jpg” are collectively referred to as the “455 Photographs” herein.

17. Plaintiff has duly registered copyrights in and to 497 published photographs under the title “Published works of Brian Totin, 2016, Vol 1” with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements. The United States Copyright Office has issued a Certificate of Registration for “Published works of Brian Totin, 2016, Vol 1” under certificate number VA 2-096-795 with an effective date of registration of March 6, 2018. A true and correct copy of registration number VA 2-096-795 is annexed as “exhibit C.”

18. Contained within the group-registered work “Published works of Brian Totin, 2016, Vol 1”, registration number VA 2-096-795, are seven photographs titled “106w80a1r1br1.jpg”, “106w80a1r1br2.jpg”, “106w80a1r1br3.jpg”, “106w80a1r1k.jpg”, “106w80a1r1lav1.jpg”, “106w80a1r1lav2.jpg” and “106w80a1r1lr.jpg”.

19. True and correct copies of “106w80a1r1br1.jpg”, “106w80a1r1br2.jpg”, “106w80a1r1br3.jpg”, “106w80a1r1k.jpg”, “106w80a1r1lav1.jpg”, “106w80a1r1lav2.jpg” and “106w80a1r1lr.jpg” as they appear within registration number VA 2-097-795 are annexed as “exhibit D.”

20. The photographs “106w80a1r1br1.jpg”, “106w80a1r1br2.jpg”, “106w80a1r1br3.jpg”, “106w80a1r1k.jpg”, “106w80a1r1lav1.jpg”, “106w80a1r1lav2.jpg” and “106w80a1r1lr.jpg” are collectively referred to as the “106 Photographs” herein.

21. The 130 Photographs, the 455 Photographs and the 106 Photographs are collectively referred to as the Totin Copyrighted Works herein.

22. The operation of 37 CFR § 202.4(i) deems published photographs registered under a group registration as individual original works of authorship. Specifically, a group registration of published photographs individually covers the copyrightable authorship in each work that has been included in the group and each work in the group is considered to be individually registered as a separate work.

23. The Totin Copyrighted Works are individual original works of authorship and constitute copyrightable subject matter under the Copyright Act, 17 U.S.C. §§ 101, et seq.

24. Plaintiff is the author of the Totin Copyrighted Works.

25. Plaintiff owns the exclusive right to reproduce the Totin Copyrighted Works, distribute copies of the Totin Copyrighted Works to the public and display the Totin Copyrighted Works

publicly. Plaintiff is entitled to all of the protections and remedies for the Totin Copyrighted Works accorded to a copyright owner.

II. Defendant's Infringement of the Totin Copyrighted Works

26. On or about May 9, 2018, Plaintiff discovered that Defendants LG and Zabaleta had published or caused to be published the 455 Photographs to the website <http://www.nakedapartments.com> (the “nakedapartments.com infringements”) without any form of authorization from the Plaintiff.

27. True and correct copies of the nakedapartments.com infringements are annexed to this Complaint as “Exhibit E.”

28. In an attempt to resolve this matter without the intervention of the Court, Plaintiff sent notice to Defendants LG and Zabaleta of their infringement on June 4, 2018.

29. On or about June 7, 2018, Plaintiff discovered that Defendants LG and Kalil published or caused to be published the 130 Photographs and the 106 Photographs to the website <http://www.zumper.com> (the “zumper.com infringements”) without any form of authorization from the Plaintiff.

30. True and correct copies of the zumper.com infringements are annexed to this Complaint as “Exhibit F.”

31. Defendant LG responded to Plaintiff’s June 4, 2018 notice on or about June 8, 2018, and at that time Plaintiff notified Defendants LG and Kalil of their infringement.

32. Defendants removed the infringed upon photographs from the advertisements, but Plaintiff and Defendants were unable to resolve this issue without the intervention of the Court.

33. When initially applying for, or renewing, their license, real estate brokers and salespersons must agree under penalty of perjury to the statement, “I further affirm that I have read and understand the provisions of Article 12-A of the Real Property Law and the rules and regulations promulgated thereunder,” including part 175 of Title 19 NYCRR.

34. Under 19 NYCRR §175.25 (b) (1), “Only a real estate broker is permitted to place or cause to be published advertisements related to the sale or lease of property.”

35. Upon information and belief, and at all times relevant, Defendant LG maintained a policy that permitted its affiliated sales associates, including Defendants Zabaleta and Kalil, to publish apartment rental advertisements on LG’s behalf without prior review by LG.

36. By operation of law, 19 NYCRR §175.25(b)(1) makes Defendant LG *de facto* publisher of all apartment rental advertisements placed or caused to be published by its affiliated associate real estate brokers and real estate salespersons, including the nakedapartments.com infringement and the zumper.com infringements.

37. In infringing upon the Totin Copyrighted Works, Defendants removed an identifying watermark on the 455 Photographs and on “130w73a2lav.jpg” of the 130 Photographs.

38. In infringing upon the Totin Copyrighted Works, Defendants left an identifying watermark on the 106 Photographs and on all of the 130 Photographs except “130w73a2lav.jpg”.

39. The identifying watermark, the logo of Plaintiff's affiliated non-party licensed real estate broker, put Defendants on notice that they did not have the right to publish or otherwise use the Totin Copyrighted Works and further gave Defendants notice that a competitor had a license to publish or otherwise use the Totin Copyrighted Works. The identifying watermark gave Defendants actual knowledge that they did not have the right to publish or otherwise use the Totin Copyrighted Works, but Defendants did so anyway, in reckless disregard for the copyrights of the Plaintiff.

40. 19 NYCRR § 175(b)(2)(a) prohibits real estate brokers and salespersons from advertising property "unless the real estate broker has obtained authorization for such advertisement from the owner of the property." Defendant LG, a licensed real estate broker and Defendant Kalil, a licensed real estate salesperson whose license was associated with LG, did not have authorization from the owner of the property to place or publish the advertisements that constituted the zumper.com infringements.

41. 19 NYCRR § 175(b)(2)(b), prohibits real estate brokers and salespersons from advertising "property that is subject to an exclusive listing held by another real estate without the permission of the listing broker." When committing the zumper.com infringements, Defendants LG and Kalil advertised property that was subject to an exclusive listing held by the Plaintiff and his affiliated real estate brokerage. LG and Kalil did not have authorization from the Plaintiff or his affiliated real estate brokerage to place or publish the advertisements that constituted the zumper.com infringements.

42. Defendants LG and Kalil are a licensed real estate broker and a licensed real estate salesperson. As licensees, LG and Kalil previously stated under penalty of perjury that they

understood the provisions of 19 NYCRR § 175(b)(2)(a) and (b) and knew they did not have any right to place or publish the advertisements that constituted the zumper.com infringements. Therefore, LG and Kalil had actual knowledge that they did not have the right to place or publish the zumper.com infringements, but did so anyway, in reckless disregard for the copyrights of the Plaintiff.

43. The Defendants committed 17 separate willful infringements of the Totin Copyrighted Works.

FIRST CAUSE OF ACTION
Direct Copyright Infringement
(against Defendants LG and Zabaleta)

44. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 43 as though fully set forth herein.

45. The 455 Photographs constitute copyrightable subject matter under the Copyright Act, 17 U.S.C. §§ 101, et seq. Plaintiff has recorded the copyrights in and to the 455 Photographs with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements.

46. On information and belief, Zabaleta placed or published the nakedapartments.com infringements of the 455 Photographs with the prior consent of LG.

47. Plaintiff owns the United States copyrights in the 455 Photographs, and Plaintiff further owns the exclusive right to reproduce the 455 Photographs, distribute copies of the 455

Photographs to the public and to display the 455 Photographs publicly. Plaintiff is entitled to all of the protections and remedies for the 455 Photographs accorded to a copyright owner.

48. On information and belief, in direct violation of Plaintiff's exclusive rights, LG and Zabaleta have directly infringed, and unless enjoined by this Court, will continue to infringe, on the copyrights in the 455 Photographs by, among other things, publishing the 455 Photographs to various websites without the consent of the Plaintiff.

SECOND CAUSE OF ACTION
Direct Copyright Infringement
(against Defendants LG and Kalil)

49. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 48 as though fully set forth herein.

50. The 130 Photographs and the 106 Photographs constitute copyrightable subject matter under the Copyright Act, 17 U.S.C. §§ 101, et seq. Plaintiff has recorded the copyrights in and to the 130 Photographs and the 106 Photographs with the United States Copyright Office and has complied with all applicable statutory registration and renewal requirements.

51. On information and belief, Kalil placed or published the zumper.com infringements of the 130 Photographs and the 106 Photographs with the prior consent of LG.

52. Plaintiff owns the United States copyrights in the 130 Photographs, and Plaintiff further owns the exclusive right to reproduce the 130 Photographs, distribute copies of the 130 Photographs to the public and to display the 130 Photographs publicly. Plaintiff is entitled to all of the protections and remedies for the 130 Photographs accorded to a copyright owner.

53. Plaintiff owns the United States copyrights in the 106 Photographs, and Plaintiff further owns the exclusive right to reproduce the 106 Photographs, distribute copies of the 106 Photographs to the public and to display the 106 Photographs publicly. Plaintiff is entitled to all of the protections and remedies for the 106 Photographs accorded to a copyright owner.

54. On information and belief, in direct violation of Plaintiff's exclusive rights, LG and Kalil have directly infringed, and unless enjoined by this Court, will continue to infringe, on the copyrights in the 130 Photographs and the 106 Photographs by, among other things, publishing the 130 Photographs and the 106 Photographs to various websites without the consent of the Plaintiff.

THIRD CAUSE OF ACTION
Vicarious Copyright Infringement
(against Defendant LG)

55. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 54 as though fully set forth herein.

56. Under the doctrine of *respondeat superior*, Title 19 NYCRR, and New York State case law, it well established that a Real Estate Broker is vicariously liable for sales associate misconduct.

57. On information and belief, Defendant LG has the right, ability and responsibility to supervise Defendant LG's sales associates Zabaleta and Kalil, and on information and belief, did supervise Zabaleta and Kalil in their unlawful preparation, duplication, and distribution of the Totin Copyrighted Works.

58. On information and belief, Defendant LG enjoyed a direct financial benefit from the preparation, duplication, and distribution of the infringements of the Totin Copyrighted Works.

59. In direct violation of Plaintiffs' exclusive rights, and as a consequence of the foregoing, Defendant LG has vicariously infringed the copyrights in the Totin Copyrighted Works.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant as follows:

1. That the Court find that:

- a. Defendants LG and Zabaleta have infringed the copyrights in the 455 Photographs;
- b. Defendants LG and Kalil have infringed the copyrights in the 130 Photographs and the 106 Photographs;
- c. Defendant LG has vicariously infringed the copyrights in the Totin Copyrighted Works through the actions of Zabaleta and Kalil.

2. That the Court enter a declaration that Defendants' publication of the Totin Copyrighted Works constitutes infringement of the Totin Copyrighted Works.

3. That the Court find that as a direct and proximate result of Defendants' foregoing acts, Plaintiff is entitled to the following damages:

- a. At Plaintiffs' election, statutory damages of up to \$150,000 for each separate Totin Copyrighted Work infringed for willful infringement pursuant to 17 U.S.C. § 504(c), or Plaintiffs' actual damages sustained as a result of Defendants' acts of copyright infringement according to proof and Defendants' profits obtained as a result of their acts of copyright infringement according to proof; and
 - b. Plaintiff's reasonable attorneys' fees and costs pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101, et seq., and 17 U.S.C. § 505.
4. That the Court find that the threat of irreparable harm to Plaintiff as a result of Defendants' conduct leaves Plaintiff without adequate remedy at law, and therefore that Plaintiff is entitled to an injunction restraining Defendant, their agents, servants, employees, attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations acting in concert with them, from directly or indirectly infringing the copyrights in the Totin Copyrighted Works, including but not limited to continuing to distribute, market, advertise, promote, produce, sell, or offer for sale the Totin Copyright Works or any works derived or copied from the Totin Copyrighted Works, and from participating or assisting in any such activity whether or not it occurs in the United States.
5. That the Court enjoin Defendants, their agents, servants, employees, attorneys, successors, assigns, subsidiaries, and all persons, firms, and corporations acting in concert with them, from directly or indirectly infringing the copyrights in the Totin Copyrighted Works, including but not limited to continuing to distribute, copy, publicly perform, market, advertise, promote, produce, sell, or offer for sale the Totin Copyrighted Works or any works derived or copied from the Totin Copyrighted Works, and from participating or assisting in any such activity whether or not it occurs in the United States.
6. That the Court grant such other, further relief as it deems just and proper.

Dated: October 21, 2019
New York, New York

Respectfully submitted,
BRIAN TOTIN, PRO SE



Brian Totin
PO Box 230581
New York, NY 10023
(917)-881-1830
brian@briantotin.com

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as provided by Rule 38 of the Federal Rules of Civil Procedure.

Dated: October 21, 2019
New York, New York

Respectfully submitted,
BRIAN TOTIN, PRO SE



Brian Totin
PO Box 230581
New York, NY 10023
(917)-881-1830
brian@briantotin.com

EXHIBIT A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

Registration Number

VA 2-096-805

Effective Date of Registration:
March 07, 2018

Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

For Photographs Published: October 02, 2017 to December 30, 2017

Title

Title of Group: Published works of Brian Totin, 2017, Vol 2

Number of Photographs in Group: 135

- **Individual Photographs:**

8w90a4br1.jpg, 8w90a4br2.jpg, 8w90a4k.jpg, 8w90a4lav.jpg, 8w90a4lr1.jpg,
 8w90a4lr2.jpg, 22w77a06br1.jpg, 22w77a06br2.jpg, 22w77a06k.jpg,
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 137w83a3smr2.jpg, 139w83a2efbr1a.jpg, 139w83a2efbr1b.jpg,
 139w83a2efbr2.jpg, 139w83a2efl.jpg, 139w83a2eflav2.jpg,
 139w83a2eflr1.jpg, 139w83a2eflr2.jpg, 139w83a2ek.jpg, 139w83a2elr.jpg,
 142w87ad2br.jpg, 142w87ad2deck.jpg, 142w87ad2k.jpg, 142w87ad2lav.jpg,
 142w87ad2lr.jpg, 204w96a3dbr.jpg, 204w96a3dbr2.jpg, 204w96a3dk.jpg,
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 638weaa5ak.jpg, 638weaa5alav.jpg, 638weaa5alr1.jpg, 638weaa5alr2.jpg,
 785weaa5bbr1.jpg, 785weaa5bbr2.jpg, 785weaa5bbr3.jpg, 785weaa5bdr.jpg,
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 785weaa17cbr2b.jpg, 785weaa17ck.jpg, 785weaa17clav.jpg,
 785weaa17clr.jpg,

Published: October 2017

• **Individual Photographs:** IG 785 river.jpg, IG glass.jpg, IG Hudson1.JPG, IG Hudson2.jpg, IG

Hudson3.jpg, IG Hudson4.jpg, IG Hudson5.jpg, IG Hudson6.jpg, IG Hudson7.JPG, IG Hudson8.jpg, IG Hudson9.jpg, IG salem1.jpg, IG salem2.JPG, IG salem3.JPG, IG salem4.JPG, IG salem5.JPG, IG salem6.JPG, IG salem7.JPG, IG salem8.JPG, IG steps.jpg, IG street.jpg, IG Sunset.jpg, IG towers.jpg,

Published: November 2017

Completion/Publication

Year of Completion: 2017
Earliest Publication Date in Group: October 02, 2017
Latest Publication Date in Group: December 30, 2017
Nation of First Publication: United States

Author

• **Author:** Brian Totin
Author Created: photographs
Citizen of: United States
Year Born: 1976

Copyright Claimant

Copyright Claimant: Brian Totin
PO Box 230581, New York, NY, 10023, United States

Rights and Permissions

Name: Brian Totin
Email: brian@briantotin.com
Telephone: (917)881-1830
Address: PO Box 230581
New York, NY 10023 United States

Certification

Name: Brian Totin
Date: March 07, 2018

Copyright Office notes: Regarding title information: Deposit contains complete list of titles that correspond to the individual photographs included in this group.

Regarding group registration: A group of published photographs may be registered on one application with one filing fee only under limited circumstances. ALL of the following are required: 1. All photographs (a) were created by the same author AND (b) are owned by the same copyright claimant AND (c) were published in the same calendar year AND 2. The group contains 750 photographs or less AND 3. A sequentially numbered list of photographs

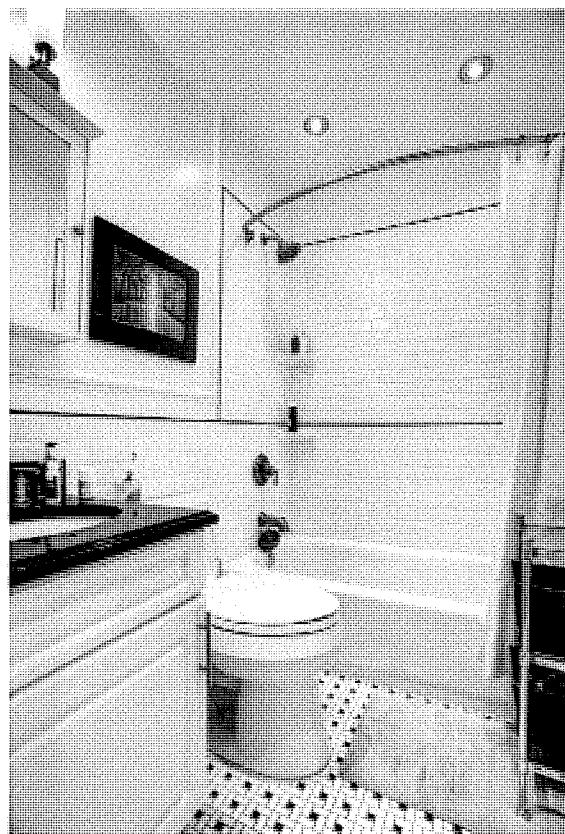


containing the title, file name and month of publication for each photograph included in the group must be uploaded along with other required application materials. The list must be submitted in an approved document format such as .XLS or .PDF. The file name for the numbered list must contain the title of the group and the Case Number assigned to the application.

EXHIBIT B



“130w73a2k.jpg”



“130w73a2lav.jpg”



"130w73a2mr1.jpg"



"130w73a2mr2.jpg"



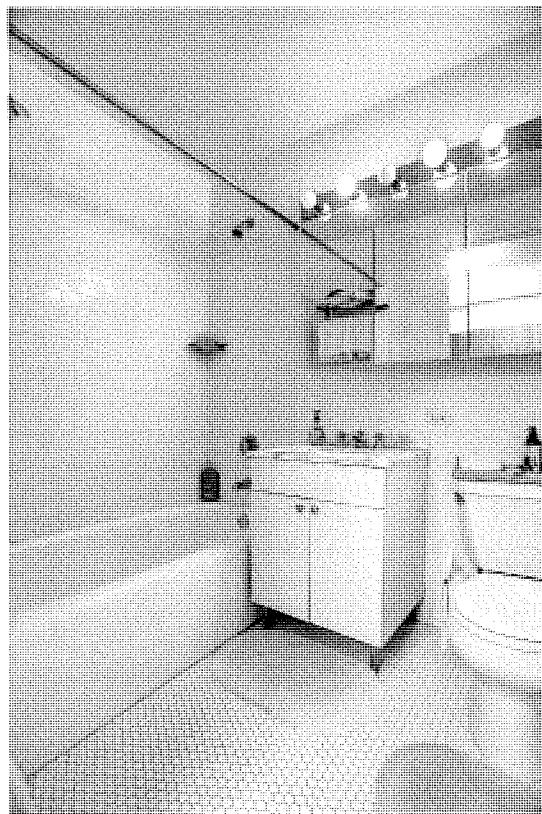
"130w73a2yard.jpg"



"455w37a813br2.jpg"



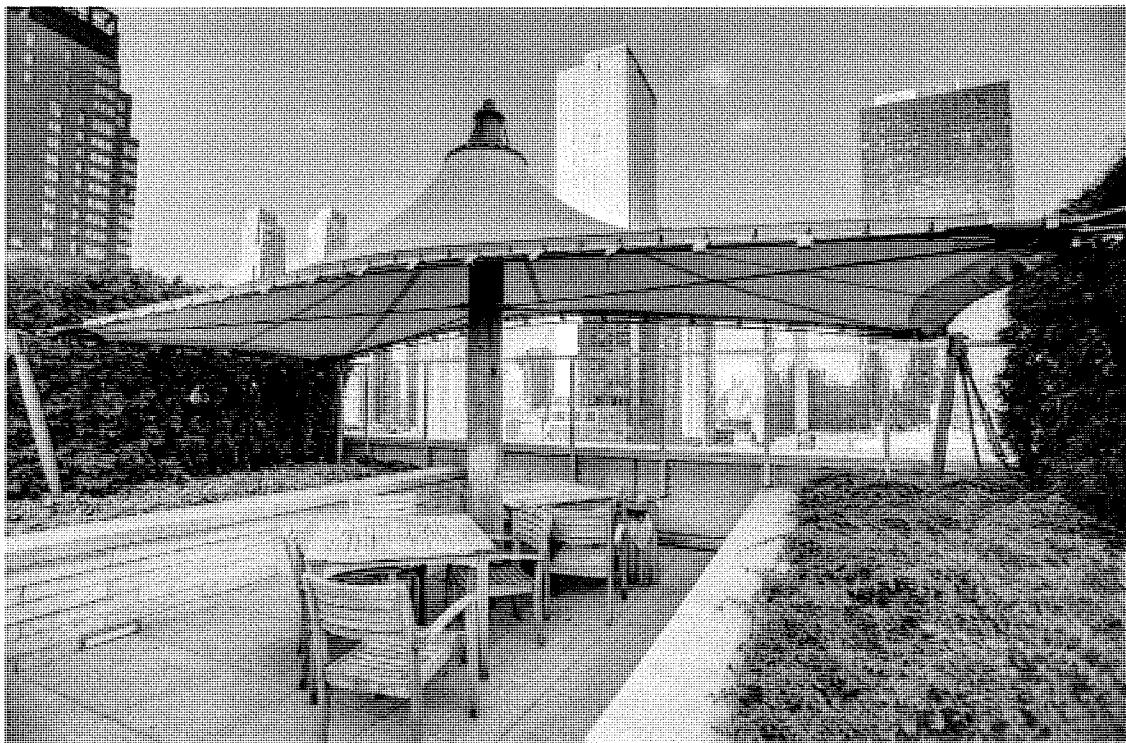
"455w37a813k.jpg"



"455w37a813lav.jpg"



"455w37ter.jpg"



"455w37ter2.jpg"

EXHIBIT C

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

Registration Number

VA 2-096-795

Effective Date of Registration:
March 06, 2018

Copyright Registration for a Group of Published Photographs

Registration issued pursuant to 37 C.F.R. § 202.4(i)

For Photographs Published: January 14, 2016 to December 29, 2016

Title

Title of Group: Published works of Brian Totin, 2016, Vol 1

Number of Photographs in Group: 497

- **Individual Photographs:**

11w74a2br.jpg, 11w74a2br2 rev1.jpg, 11w74a2k1.jpg, 11w74a2k2.jpg,
 11w74a2lav.jpg, 11w74a2lav2.jpg, 11w74a2lr.jpg, 11w74a2mbr.jpg,
 11w74a2wic.jpg, 11w74a4br1.jpg, 11w74a4br2.jpg, 11w74a4k.jpg,
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 47w84a3slav.jpg, 47w84a3srr rev.jpg, 47w84a3srr.jpg, 64w82a5fbr1.jpg,
 64w82a5fbr2.jpg, 64w82a5flr wide.jpg, 64w82a5flr1.jpg, 64w82a5flr2.jpg,
 72wadswortha5cbr.jpg, 72wadswortha5ck.jpg, 72wadswortha5clav.jpg,
 82wadswortha6dbr.jpg, 82wadswortha6dk.jpg, 82wadswortha6dlav.jpg,
 82wadswortha6dlr.jpg, 83washash3rbr.jpg, 83washash3rk.jpg, 83washash3rlav.jpg,
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Citizen of: United States
Year Born: 1976

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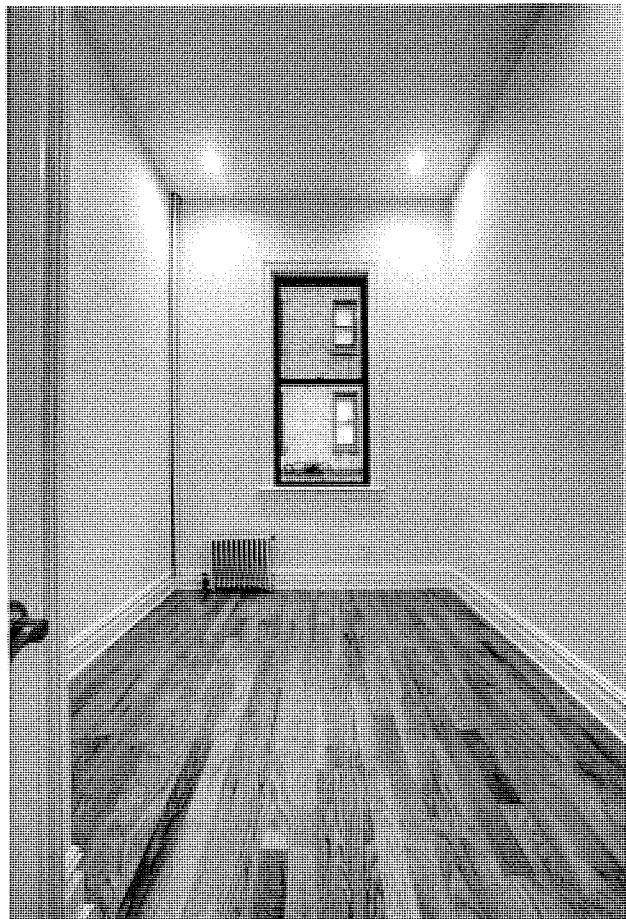
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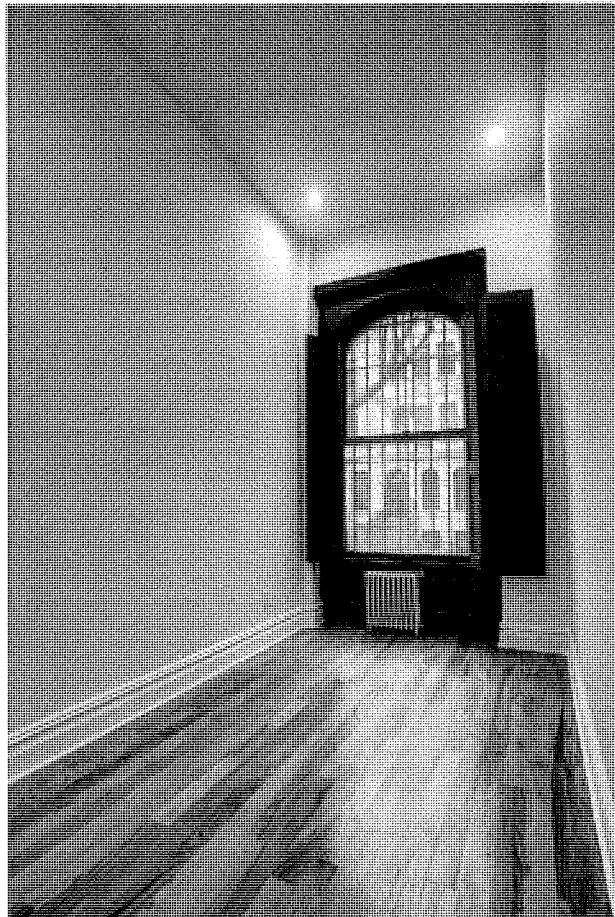
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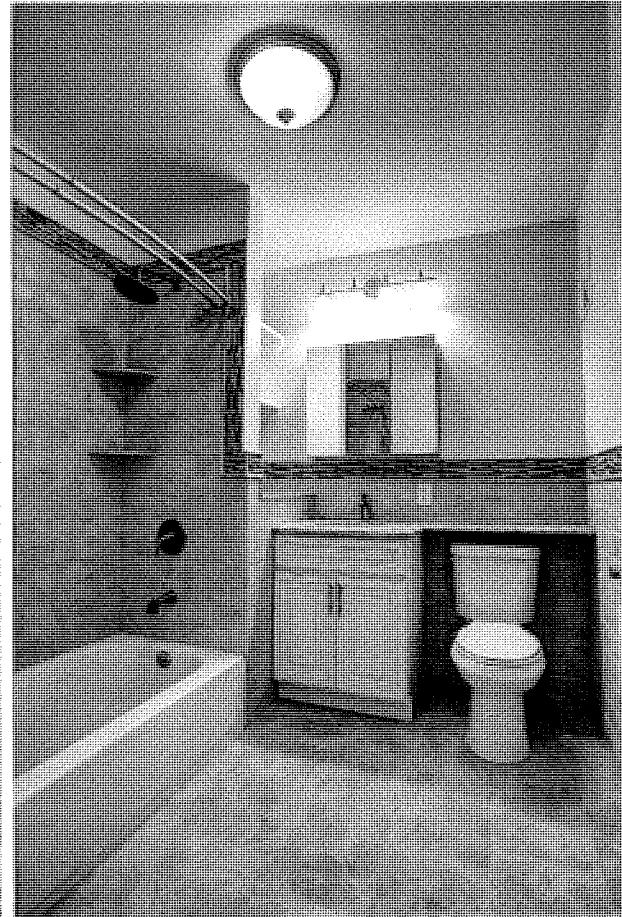
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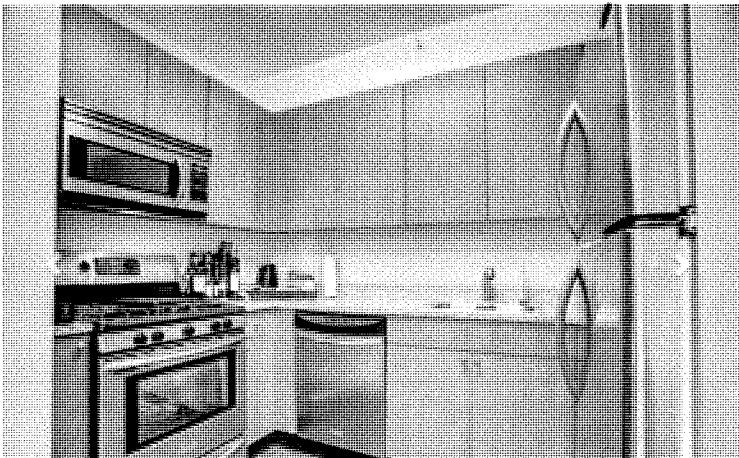
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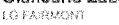
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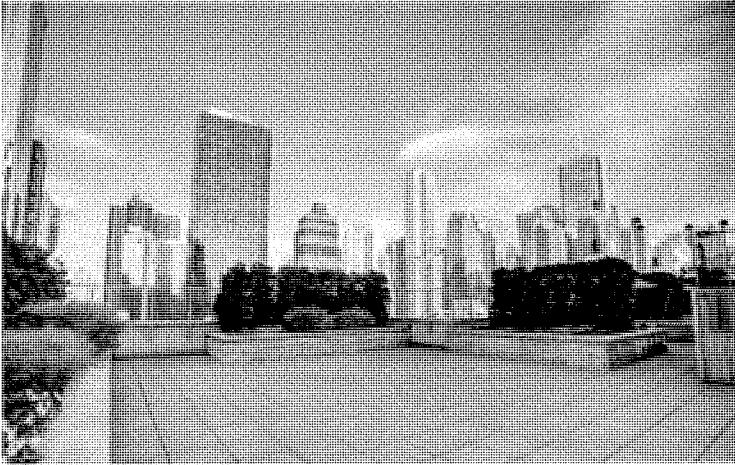


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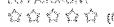








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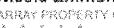
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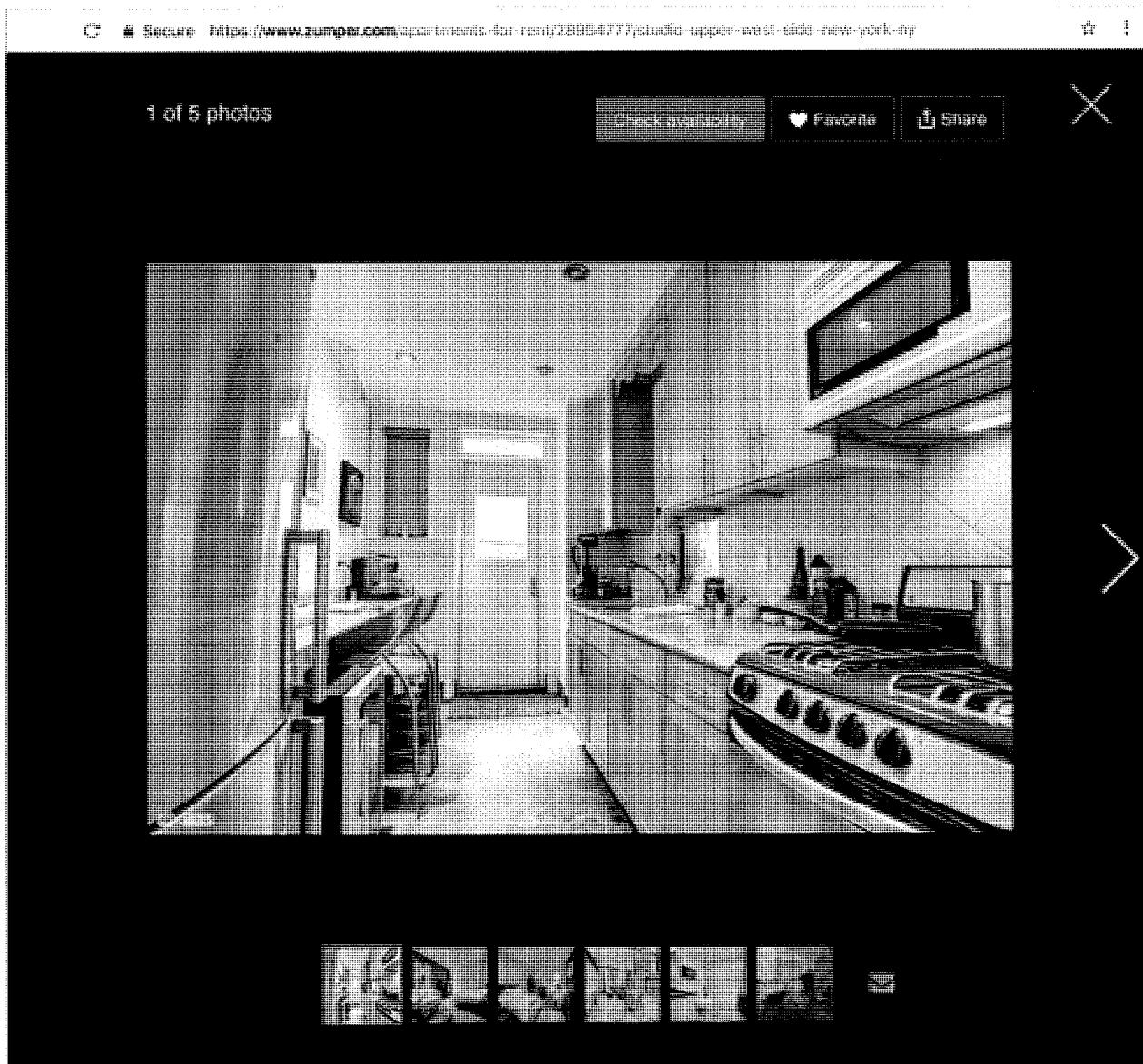
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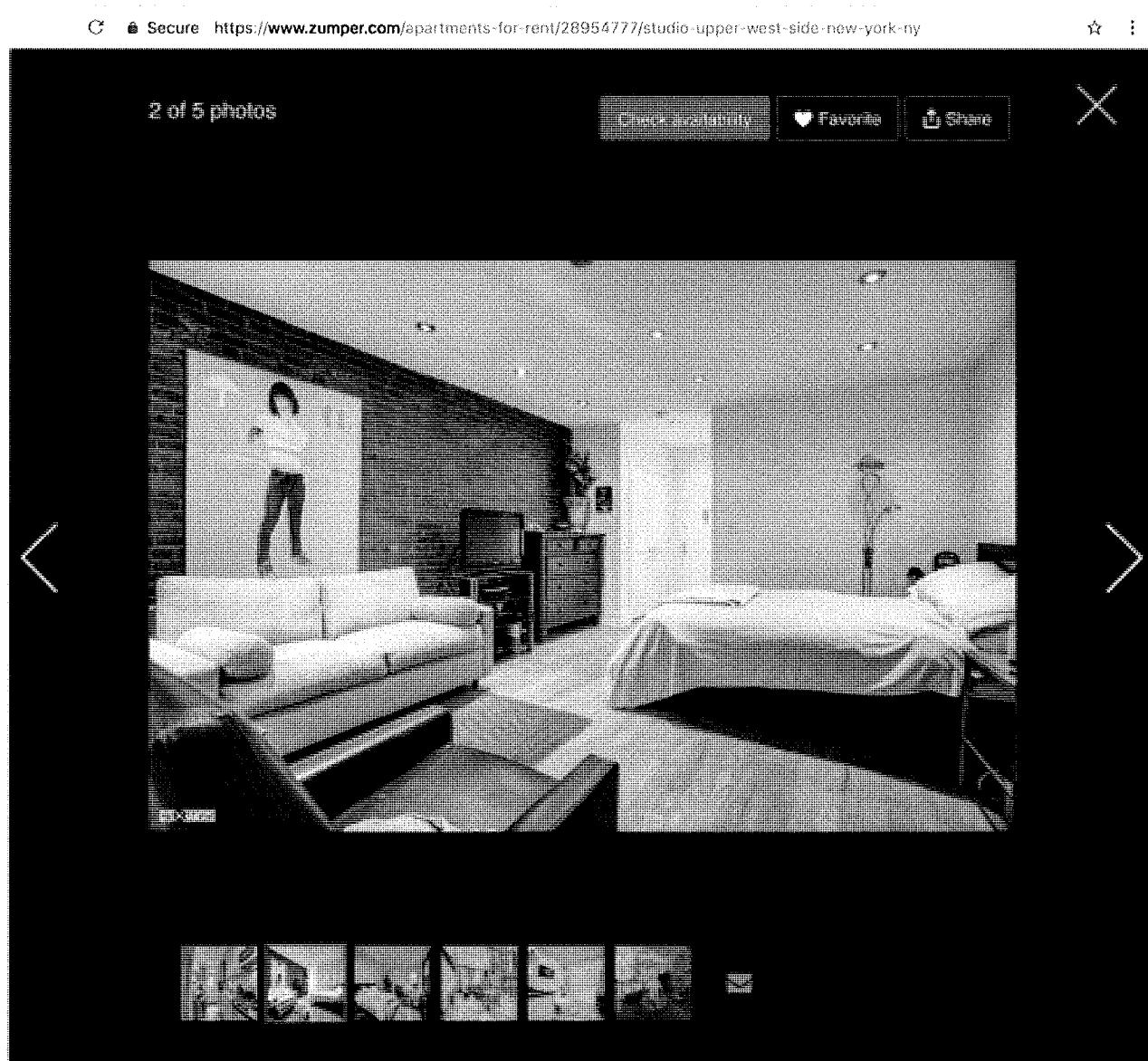
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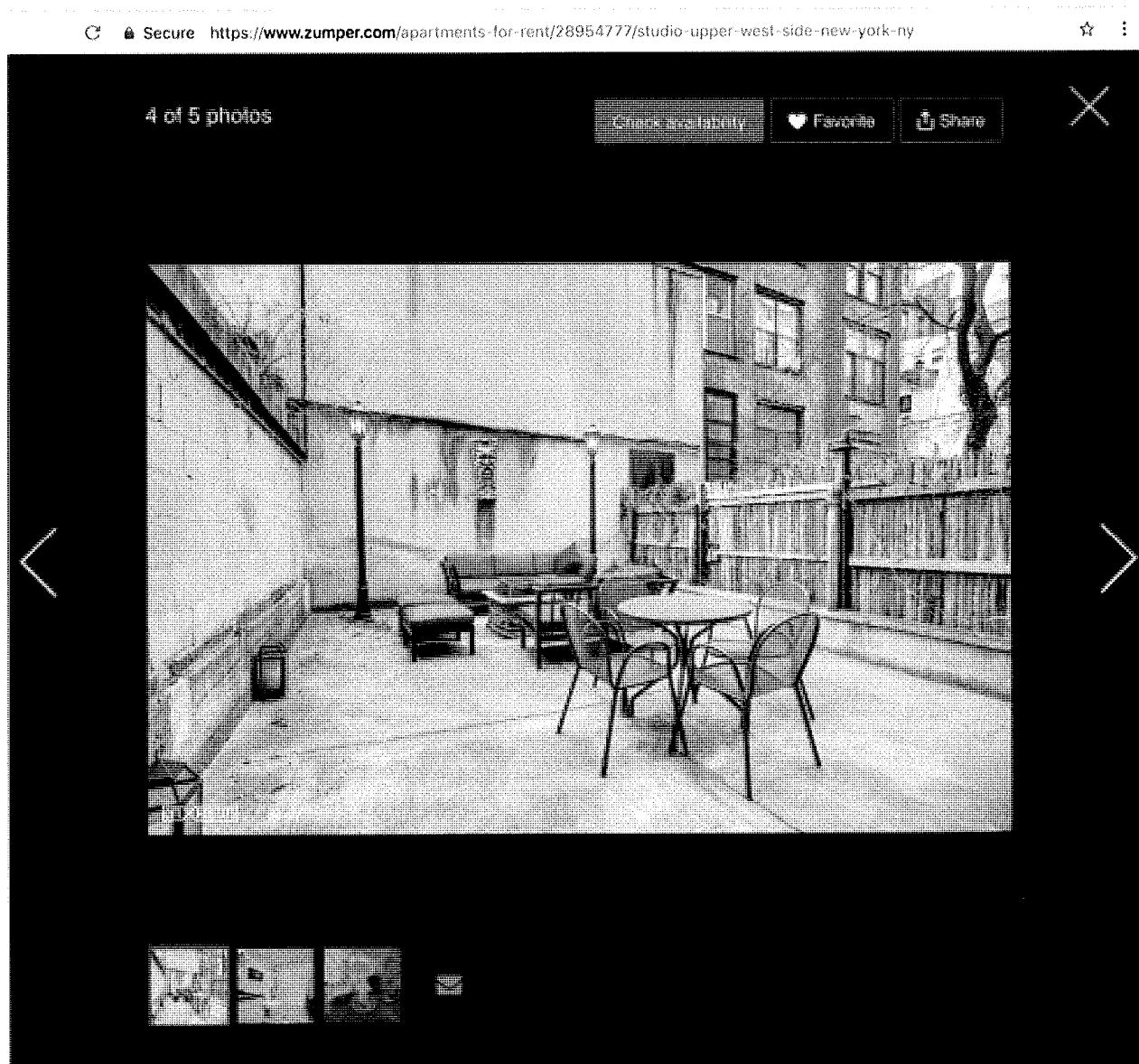
Rarely available studio with private ~600 sq ft landscaped garden. The apartment has completely renovated with a large

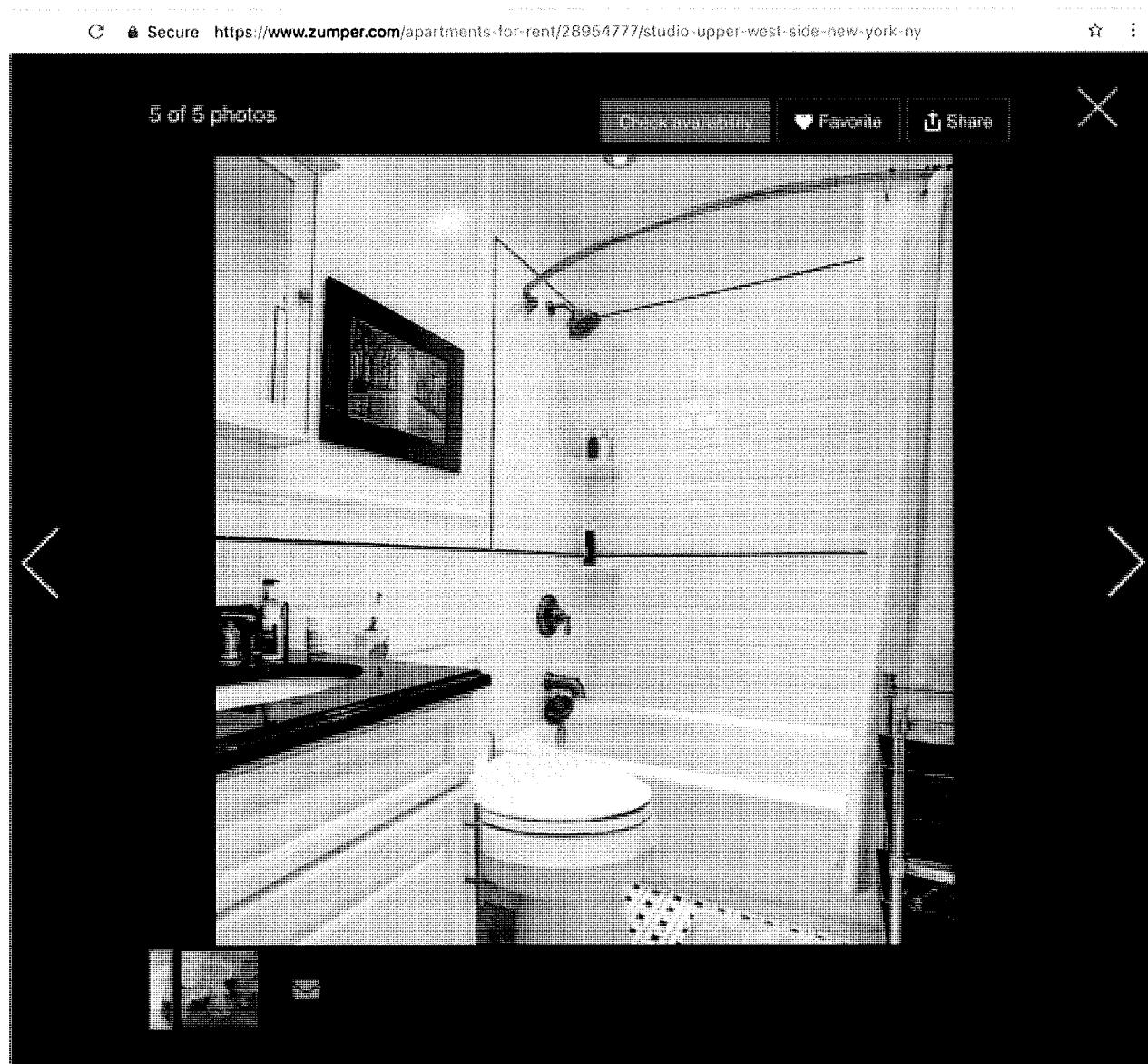




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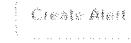






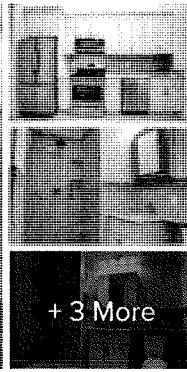
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Apartment Contact

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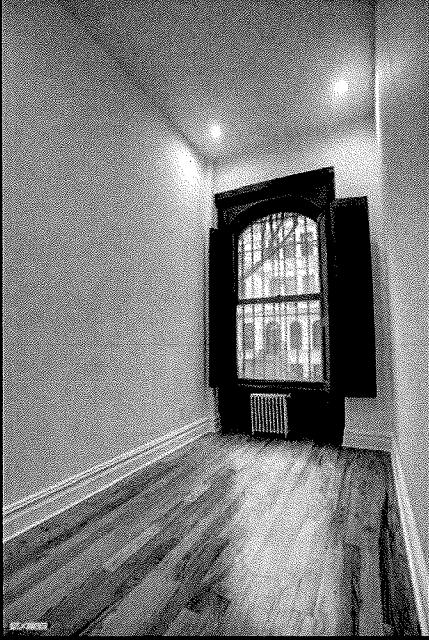
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